

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

KYEAL JONES,	)	CASE NO. 1:21-cv-00683
	)	
Plaintiff,	)	JUDGE MICHAEL R. BARRETT
	)	
vs.	)	<u>JOINT MOTION FOR LEAVE TO FILE MOTION</u>
	)	<u>UNDER SEAL FOR COURT APPROVAL OF</u>
ADT SECURITY SERVICES,	)	<u>CONFIDENTIAL RELEASE AND STIPULATED</u>
	)	<u>ORDER OF DISMISSAL WITH PREJUDICE</u>
Defendant.	)	

Now come Plaintiff Kyeal Jones (“Plaintiff”) and Defendant ADT LLC (“Defendant”), by and through their undersigned counsel, pursuant to Local Rule 5.2.1 and 29 U.S.C. § 216(b), and hereby respectfully move this Court for an Order granting them permission to jointly file under seal a motion for Court approval of their confidential agreement to resolve this matter with release of FLSA claims and to enter the Parties’ Stipulated Order of Dismissal with Prejudice. The grounds upon which this Motion is based are set forth in the following Memorandum in Support.

**MEMORANDUM IN SUPPORT**

The Complaint in this case alleges a claim for retaliatory discharge under both the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (the “FLSA”) and Ohio’s Fair Wage Standards Act, Ohio Revised Code Chapter 4111, *et seq.* The Parties mediated this matter on April 11, 2022, which resulted in an agreement to resolve this lawsuit and all claims in the Complaint subject to Court’s approval of the release of FLSA claims. The Parties are requesting leave to file their confidential agreement under seal for the Court’s approval because the FLSA provides that claims under the Act may be released and a District Court may enter a stipulated order of dismissal with the consent of the parties after the Court has approved the release of claims under the Act. *See,*

29 U.S.C. § 216(b); *see also*, *Lynn's Food Stores v. United States*, 679 F.2d 1350, 1353 (11<sup>th</sup> Cir. 1982).

Local Rule 5.2.1 permits parties to file documents under seal with permission of the Court. A material term of the Parties' resolution is maintaining the confidentiality of their agreement. In addition, it is well-settled that protecting the confidentiality of the resolution of a lawsuit promotes the important public policy of encouraging litigants to resolve their disputes. *See, e.g., Hasbrouck v. BankAmerica Hous. Servs.*, 187 F.R.D. 453, 458 (N.D. NY 1999), *aff'd*, 190 F.R.D. 42 (N.D. NY 1999) ("confidentiality is an important corollary without which many lawsuits would remain unsettled"); *Fed. R. Evid.* 408 *Advisory Committee Note* (purpose of rule that makes evidence of settlement negotiations inadmissible is to encourage settlement).

WHEREFORE, for the foregoing reasons, Plaintiff and Defendant respectfully move this Court for an Order pursuant to Local Rule 5.2.1 permitting them to jointly file under seal a motion for Court approval of their confidential agreement to resolve this matter with release of FLSA claims and to enter the Parties' Stipulated Order of Dismissal with Prejudice.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing *Joint Motion for Leave to File Motion under Seal for Court Approval of Confidential Release and Stipulated Order of Dismissal with Prejudice* was filed electronically on June 8, 2022. Notice of this filing will be sent to the parties by operation of the Court's CM/ECF system. Parties may access this filing through the Court's system.

/s/ Anthony D. Dick

Anthony D. Dick